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individually, and on behalf of others similarly
situated

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

ALICIA REYNA, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

WESTROCK COMPANY, a corporation;
WESTROCK SERVICES, LLC, a limited
liability company; WESTROCK
CONSUMER PACKAGING GROUP,
LLC, a limited liability company;
WESTROCK MWV, LLC, a limited
liability company; WESTROCK
CALIFORNIA LLC, a limited liability
company; WESTROCK CP, LLC, a
limited liability company, formerly known
as WESTROCK CALIFORNIA, INC.;
WESTROCK PACKAGING SYSTEMS,
LLC, a limited liability company; and
DOES 1 through 100, inclusive,

Defendants

CASE NO.: 5:20-cv-01666-BLF

Hon. Beth Labson Freeman
COURTROOM 3, Floor 5

**FIRST AMENDED COMPLAINT
CLASS ACTION:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as

Representative Action
DEMAND FOR JURY TRIAL

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1 PLAINTIFF ALICIA REYNA (“PLAINTIFF”), an individual, demanding a
 2 jury trial, on behalf of herself and other persons similarly situated, hereby alleges as
 3 follows:

4 **INTRODUCTION**

5 1. PLAINTIFF, on behalf of herself and other similarly situated current
 6 and former non-exempt employees of Defendants WESTROCK COMPANY, a
 7 corporation; WESTROCK SERVICES, LLC, a limited liability company;
 8 WESTROCK CONSUMER PACKAGING GROUP, LLC, a limited liability
 9 company; WESTROCK MWV, LLC, a limited liability company; WESTROCK
 10 CALIFORNIA LLC, a limited liability company, formerly known as WESTROCK
 11 CALIFORNA, INC.; WESTROCK CP, LLC, a limited liability company;
 12 WESTROCK PACKAGING SYSTEMS, LLC, a limited liability company and
 13 DOES 1 through 100, inclusive (collectively hereinafter, “DEFENDANTS”), in
 14 the State of California at any time during the four years preceding the filing of this
 15 action, and continuing while this action is pending, brings this action to recover,
 16 among other things, wages and penalties from unpaid wages earned and due,
 17 including but not limited to unpaid minimum wages, unpaid and illegally calculated
 18 overtime compensation, illegal meal and rest period policies, failure to pay all
 19 wages due to discharged and quitting employees, failure to indemnify employees
 20 for necessary expenditures and/or losses incurred in discharging their duties, failure
 21 to provide accurate itemized wage statements, failure to maintain required records,
 22 and interest, attorneys’ fees, costs, and expenses.

23 **JURISDICTION AND VENUE**

24 2. Plaintiff filed this action in the Superior Court of the State of
 25 California because PLAINTIFF is a resident of the State of California, and
 26 DEFENDANTS are qualified to do business in California and regularly conduct
 27 business in California. Furthermore, no federal question is at issue because the
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1 claims are based solely on California law. DEFENDANTS removed this action to
2 the United States District Court for the Central District of California alleging
3 subject matter jurisdiction under the Class Action Fairness Act of 2005, 28 U.S.C. §
4 1332(d) (“CAFA”).

5 **THE PARTIES**

6 3. PLAINTIFF is a female resident of the State of California. Plaintiff is
7 employed by Defendants as a non-exempt employee in Salinas, California from
8 approximately February 11, 2019 to present.

9 4. PLAINTIFF is informed and believes, and thereon alleges, that
10 DEFENDANT WESTROCK COMPANY is, and at all times relevant hereto was,
11 authorized to conduct business in the State of California, and does conduct business
12 in the State of California. Specifically, DEFENDANT WESTROCK COMPANY
13 maintains offices and facilities and conducts business in, and engages in illegal
14 payroll practices or policies in, the County of Monterey, State of California.

15 5. PLAINTIFF is informed and believes, and thereon alleges, that
16 DEFENDANT WESTROCK SERVICES, LLC is, and at all times relevant herein
17 was, authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, upon information and belief,
19 Defendant WESTROCK SERVICES, LLC maintains offices and facilities and
20 conducts business in, and engages in illegal payroll practices or policies in, the
21 County of Monterey, State of California.

22 6. PLAINTIFF is informed and believes, and thereon alleges, that
23 DEFENDANT WESTROCK CONSUMER PACKAGING GROUP, LLC is, and at
24 all times relevant hereto was, authorized to conduct business in the State of
25 California, and does conduct business in the State of California. Specifically,
26 DEFENDANT WESTROCK CONSUMER PACKAGING GROUP, LLC maintains
27 offices and facilities and conducts business in, and engages in illegal payroll
28 practices or policies in, the County of Monterey, State of California.

1 7. PLAINTIFF is informed and believes, and thereon alleges, that
2 DEFENDANT WESTROCK MWV, LLC is, and at all times relevant hereto was,
3 authorized to conduct business in the State of California, and does conduct business
4 in the State of California. Specifically, DEFENDANT WESTROCK MWV, LLC
5 maintains offices and facilities and conducts business in, and engages in illegal
6 payroll practices or policies in, the County of Monterey, State of California.

7 8. PLAINTIFF is informed and believes, and thereon alleges, that
8 DEFENDANT WESTROCK CALIFORNIA, LLC is, and at all times relevant
9 hereto was, authorized to conduct business in the State of California, and does
10 conduct business in the State of California. Specifically, DEFENDANT
11 WESTROCK CALIFORNIA, LLC maintains offices and facilities and conducts
12 business in, and engages in illegal payroll practices or policies in, the County of
13 Monterey, State of California.

14 9. PLAINTIFF is informed and believes, and thereon alleges, that
15 DEFENDANT WESTROCK CP, LLC is, and at all times relevant hereto was,
16 authorized to conduct business in the State of California, and does conduct business
17 in the State of California. Specifically, DEFENDANT WESTROCK CP, LLC
18 maintains offices and facilities and conducts business in, and engages in illegal
19 payroll practices or policies in, the County of Monterey, State of California.

20 10. PLAINTIFF is informed and believes, and thereon alleges, that
21 DEFENDANT WESTROCK PACKAGING SYSTEMS, LLC is, and at all times
22 relevant hereto was, authorized to conduct business in the State of California, and
23 does conduct business in the State of California. Specifically, DEFENDANT
24 WESTROCK PACKAGING SYSTEMS, LLC maintains offices and facilities and
25 conducts business in, and engages in illegal payroll practices or policies in, the
26 County of Monterey, State of California.

27 11. The true names and capacities of DOES 1 through 50, inclusive, are
28 unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE

1 Defendants under fictitious names. PLAINTIFF is informed and believes, and
 2 thereon alleges, that each Defendant designated as a DOE is in some manner highly
 3 responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS
 4 MEMBERS' injuries and damages, as alleged herein, were proximately caused by
 5 the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to
 6 amend this Complaint to allege their true names and capacities of such DOE
 7 Defendants when ascertained.

8 12. PLAINTIFF is informed and believes, and thereon allege, that at all
 9 times material to this complaint DEFENDANTS were the alter egos, divisions,
 10 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
 11 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or
 12 guarantors, actual or ostensible, of each other. Each Defendant was completely
 13 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

14 13. PLAINTIFF's allegations of the DEFENDANTS' relationship as joint
 15 employers is born out in the PLAINTIFF's employment records. Specifically, at
 16 PLAINTIFF's time of hire PLAINTIFF was required to sign multiple documents
 17 that show the DEFENDANTS' interrelation and representation as being
 18 PLAINTIFF's employers, including:

- 19 a. All policy documents signed by PLAINTIFF refer to the employer
 20 as "WestRock."
- 21 b. The Company's "Legal" website page states the WestRock Group
 22 is "comprised of the WestRock Company of 1000 Abernathy Road
 23 NE, Atlanta, GA 30328, USA, and all of its subsidiaries."

24 14. PLAINTIFF's paystubs indicate his employer is DEFENDANT
 25 WestRock Services, LLC, located at 1000 Abernathy Road NE, Atlanta, GA 30328.
 26 PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
 27 WESTROCK CONSUMER PACKAGING GROUP, LLC and WESTROCK
 28 CALIFORNIA, LLC's business addresses listed in the California Secretary of State

1 filings during the relevant time periods are 1000 Abernathy Road NE, Atlanta, GA
2 30328.

3 15. PLAINTIFF is informed and believes, and thereon alleges, that
4 California Secretary of State filings list the same entity address of 1000 Abernathy
5 Road NE Suite 125, Atlanta, GA 30328 for DEFENDANTS WESTROCK MWV,
6 LLC; WESTROCK CP, LLC; WESTROCK CALIFORNIA, LLC; WESTROCK
7 PACKAGING SYSTEMS, LLC during the relevant time periods.

8 16. PLAINTIFF is informed and believes, and thereon alleges, that
9 California Secretary of State filings list the same California office address of 2710
10 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833 for DEFENDANTS
11 WESTROCK SERVICES, LLC and WESTROCK CALIFORNIA, LLC.

12 17. PLAINTIFF is informed and believes, and thereon alleges, that the
13 same individual, Steven C. Voorhees, serves or has served as the Chief Executive
14 Officer of DEFENDANTS WESTROCK SERVICES, LLC; WESTROCK
15 CONSUMER PACKAGING GROUP, LLC; WESTROCK MWV, LLC;
16 WESTROCK CALIFORNIA, LLC; WESTROCK CP, LLC; and WESTROCK
17 PACKAGING SYSTEMS, LLC.

18 18. PLAINTIFF is informed and believes, and thereon alleges, that the
19 same individual, Kevin A. Maxwell, acts or has acted as the Assistant Secretary and
20 was the signatory on California Secretary of State filings for DEFENDANTS
21 WESTROCK SERVICES, LLC; WESTROCK CONSUMER PACKAGING
22 GROUP, LLC; WESTROCK CALIFORNIA, LLC; WESTROCK CP, LLC; and
23 WESTROCK PACKAGING SYSTEMS, LLC. PLAINTIFF is informed and
24 believes, and thereon alleges, that the same individual, Kevin A. Maxwell, is also
25 listed as a member of DEFENDANT WESTROCK PACKAGING SYSTEMS,
26 LLC in California Secretary of State filings.

27 19. PLAINTIFF is informed and believes, and thereon alleges, that the
28 same individual, Robert B. McIntosh, acts or has acted as the Secretary and/or was

1 the signatory on California Secretary of State filings for DEFENDANTS
2 WESTROCK CONSUMER PACKAGING GROUP, LLC; WESTROCK MWV,
3 LLC; WESTROCK CALIFORNIA, LLC; WESTROCK CP, LLC; and
4 WESTROCK PACKAGING SYSTEMS, LLC.

5 20. PLAINTIFF is informed and believes, and thereon alleges, that type of
6 business listed on California Secretary of state filings during the relevant time
7 period is the same or similar for WESTROCK CONSUMER PACKAGING
8 GROUP, LLC; WESTROCK MWV, LLC; WESTROCK CALIFORNIA, LLC;
9 WESTROCK CP, LLC; and WESTROCK PACKAGING SYSTEMS, LLC.

10 21. At all relevant times herein, PLAINTIFF and CLASS MEMBERS
11 were employed by DEFENDANTS under employment agreements that were partly
12 written, partly oral, and partly implied. In perpetrating the acts and omissions
13 alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
14 furtherance of, their policies and practices of not paying PLAINTIFF and CLASS
15 MEMBERS all wages earned and due, through methods and schemes which
16 include, but are not limited to, failing to pay overtime premiums; failing to provide
17 rest and meal periods; failing to properly maintain records; failing to provide
18 accurate itemized statements for each pay period; failing to properly compensate
19 PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring,
20 permitting or suffering the employees to work off the clock, in violation of the
21 California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

22 22. PLAINTIFF is informed and believes, and thereon allege, that each
23 and every one of the acts and omissions alleged herein were performed by, and/or
24 attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or
25 under the direction and control of, each of the other DEFENDANTS, and that said
26 acts and failures to act were within the course and scope of said agency,
27 employment and/or direction and control.

28 23. As a direct and proximate result of the unlawful actions of

1 DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue
 2 to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof
 3 at trial, and within the jurisdiction of this Court.

4 **CLASS ACTION DESIGNATION**

5 24. PLAINTIFF brings this action on behalf of herself and the following
 6 similarly situated class of individuals (“CLASS MEMBERS”): all current and
 7 former non-exempt employees of DEFENDANTS in the State of California at any
 8 time within the period beginning four (4) years prior to the filing of this action and
 9 ending at the time this action settles or proceeds to final judgment (the “CLASS
 10 PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

11 25. This action is appropriately suited for a Class Action because:

12 a. The potential class is a significant number. Joinder of all current
 13 and former employees individually would be impractical.

14 b. This action involves common questions of law and fact to the
 15 potential class because the action focuses on DEFENDANTS’ systematic course of
 16 illegal payroll practices and policies, including but not limited to: failing to provide
 17 PLAINTIFF and CLASS MEMBERS meal periods; failing to authorize and permit
 18 rest periods; failing to pay PLAINTIFF and CLASS MEMBERS one hour of pay at
 19 each employee’s regular rate of compensation for all meal breaks which were not
 20 provided and all rest breaks which were not authorized and permitted; failing to pay
 21 PLAINTIFF and CLASS MEMBERS minimum and overtime wages for all hours
 22 worked; failing to provide accurate itemized statements for each pay period; failing
 23 to properly maintain records; and failing to properly compensate PLAINTIFF and
 24 CLASS MEMBERS for necessary expenditures incurred in the discharge of their
 25 duties, in violation of the California Labor Code and the applicable IWC Wage
 26 Order, and the Business and Professions Code which prohibits unfair business
 27 practice arising from such violations. These illegal practices and policies were
 28 applied to all non-exempt employees in violation of the Labor Code, the applicable

1 IWC wage order, and the Business and Professions Code which prohibits unfair
2 business practices arising from such violations.

3 c. The claims of PLAINTIFF are typical of the class because
4 DEFENDANTS subjected all non-exempt employees to identical violations of the
5 Labor Code, the applicable IWC wage order, and the Business and Professions
6 Code.

7 d. PLAINTIFF is able to fairly and adequately protect the interests
8 of all members of the class because it is in her best interests to prosecute the claims
9 alleged herein to obtain full compensation due to them for all services rendered and
10 hours worked.

11 e. Common questions of law and fact predominate over any
12 questions affecting individual CLASS MEMBERS, and a class action is superior to
13 other available methods for fairly and efficiently adjudicating the controversy.

14 **FIRST CAUSE OF ACTION**

15 **Failure to Provide Required Meal Periods**

16 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001,**
17 **§ 11]**

18 **(Against all DEFENDANTS)**

19 15. PLAINTIFF incorporates herein by specific reference, as though fully
20 set forth, the allegations in the foregoing paragraphs.

21 16. During the CLASS PERIOD, DEFENDANTS had, and continue to
22 have, a policy and practice of failing to provide PLAINTIFF and CLASS
23 MEMBERS full, uninterrupted, and timely meal periods as required by California
24 Labor Code §§ 226.7 and 512 and IWC Order No. 1-2001, § 11.

25 17. During the CLASS PERIOD, DEFENDANTS have maintained a
26 common policy that non-exempt employees may take meal breaks only at a
27 designated time. Employees may not take a break without permission from a
28 manager or supervisor outside of that designated time.

1 18. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS
2 were regularly scheduled to take their meal breaks after the end of the fifth hour of
3 work. Specifically, PLAINTIFF and CLASS MEMBERS would be required to
4 relieve members of their team for meal breaks which often resulted in late meal
5 breaks more than 5 or 6 hours after their scheduled start time. PLAINTIFF is
6 informed and believes, and thereon alleges, that the machines ran consistently 24
7 hours a day and were not shut off for meal breaks which resulted in PLAINTIFF
8 and CLASS MEMBERS taking late meal breaks after the fifth hour of work.

9 19. PLAINTIFF is informed and believes, and thereon alleges, that
10 DEFENDANT failed to maintain adequate staffing levels which resulted in CLASS
11 MEMBERS clocking in and out for meal breaks after the fifth hour of work. As a
12 result, PLAINTIFF and other CLASS MEMBERS meal breaks were short, late
13 interrupted, or not provided including not receiving a second meal break after the
14 10th hour.

15 20. PLAINTIFF is informed and believes, and thereon alleges,
16 PLAINTIFF and CLASS MEMBERS

17 21. As a result of DEFENDANTS' policies and practices as alleged
18 herein, PLAINTIFF and CLASS MEMBERS regularly have been, and continue to
19 be, denied the opportunity to take full, uninterrupted, and timely meal periods as
20 required under California Labor Code §§ 226.7 and 512 and IWC Wage Order No.
21 1-2001, § 11.

22 22. DEFENDANTS violated, and continue to violate, California Labor
23 Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 1-2001 by failing to
24 compensate PLAINTIFF and CLASS MEMBERS who were not provided a meal
25 period, in accordance with the applicable Wage Order, one additional hour of
26 compensation at each employee's regular rate of pay for each workday that a meal
27 period was not provided.

28 23. DEFENDANTS violated, and continue to violate, California Labor

1 Code §§ 226.7, and IWC Wage Order No. 1-2001 by failing to compensate
 2 PLAINTIFF and CLASS MEMBERS for all hours worked during their meal
 3 period.

4 24. As a direct and proximate result of the aforementioned violations,
 5 PLAINTIFF and CLASS MEMBERS sustained economic damages, including but
 6 not limited to unpaid wages and lost interest, in an amount according to proof at
 7 trial, and are entitled to recover economic and statutory damages and penalties and
 8 other appropriate relief due to DEFENDANTS' violations of the California Labor
 9 Code and IWC Wage Order No. 1-2001. PLAINTIFF and CLASS MEMBERS are
 10 also entitled to seek attorneys' fees under California Code of Civil Procedure
 11 section 1021.5.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12]**

15 **(Against all DEFENDANTS)**

16 25. PLAINTIFF incorporates herein by specific reference, as though fully
 17 set forth, the allegations in the foregoing paragraphs.

18 26. During the CLASS PERIOD, as part of DEFENDANTS' illegal
 19 payroll policies and practices to deprive their non-exempt employees all wages
 20 earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and
 21 CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512,
 22 and IWC Wage Order No. 1-2001, § 12.

23 27. During the CLASS PERIOD, DEFENDANTS have maintained a
 24 common policy that non-exempt employees may take rest breaks only at sufficient
 25 staffing levels with permission from a manager or supervisor at a designated time.
 26 PLAINTIFF and other CLASS MEMBERS were required to work continuously for
 27 multiple hours without being relieved by other employees for rest periods.
 28 PLAINTIFF and CLASS MEMBERS occasionally would be required to return

1 early from a break as a result of too many employees being released for a break at
 2 the same time. As a result, PLAINTIFF and CLASS MEMBERS were not
 3 authorized to take complete and uninterrupted rest breaks.

4 28. PLAINTIFF is informed and believes, and thereon alleges, that
 5 PLAINTIFF AND CLASS MEMBERS took rest breaks were short because of the
 6 walking time to the break area. Additionally, PLAINTIFF and CLASS MEMBERS
 7 did not receive a third rest break on shifts over 10 hours.

8 29. DEFENDANTS further violated California Labor Code § 226.7 and
 9 IWC Wage Order No. 1-2001, § 12 by failing to pay PLAINTIFF and CLASS
 10 MEMBERS who were not provided with a rest period, in accordance with the
 11 applicable wage order, one additional hour of compensation at each employee's
 12 regular rate of pay for each workday that a rest period was not provided.

13 30. As a direct and proximate result of the aforementioned violations,
 14 PLAINTIFF and CLASS MEMBERS have sustained economic damages, including
 15 but not limited to unpaid wages and lost interest, in an amount according to proof at
 16 trial, and are entitled to recover economic and statutory damages and penalties and
 17 other appropriate relief due to DEFENDANTS' violation of the California Labor
 18 Code and IWC Wage Order No. 1-2001. PLAINTIFF and CLASS MEMBERS are
 19 also entitled to seek attorneys' fees under California Code of Civil Procedure
 20 section 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Pay Overtime Wages**

23 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]**

24 **(Against all DEFENDANTS)**

25 31. PLAINTIFF incorporates herein by specific reference, as though fully
 26 set forth, the allegations in the foregoing paragraphs.

27 32. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage
 28 Order No. 1-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF

1 and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1
2 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
3 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
4 consecutive workday, with double time for all hours worked in excess of twelve
5 (12) hours in any workday and for all hours worked in excess of eight (8) hours on
6 the seventh consecutive day of work in any workweek.

7 33. PLAINTIFF and CLASS MEMBERS are current and former non-
8 exempt employees entitled to the protections of California Labor Code §§ 510,
9 1194, and IWC Wage Order No. 1-2001.

10 34. During the CLASS PERIOD, DEFENDANTS failed to compensate
11 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required
12 under the foregoing provisions of the California Labor Code and IWC Wage Order
13 by, among other things: failing to pay overtime at one and one-half (1 ½) or double
14 the regular rate of pay as provided by California Labor Code §§ 510, 1194, and
15 IWC Wage Order No. 1-2001, § 3; requiring, permitting or suffering PLAINTIFF
16 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
17 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
18 illegally and inaccurately recording time in which PLAINTIFF and CLASS
19 MEMBERS worked; failing to properly maintain CLASS MEMBERS' records;
20 failing to provide accurate itemized wage statements to PLAINTIFF for each pay
21 period; failing to pay for walking time on meal breaks; failure to pay overtime at
22 regular rate and other methods to be discovered.

23 35. DEFENDANTS routinely failed to calculate overtime compensation
24 accurately. PLAINTIFF's wage statements over different pay periods show
25 mistakes in PLAINTIFF's overtime rate, including but not limited to overtime rates
26 that are less than 1.5 times the PLAINTIFF's regular rate of pay for calculating
27 overtime compensation, including but not limited to failing to factor in shift
28 differentials, bonuses, and/or other forms of compensation in PLAINTIFF's and

1 CLASS MEMBERS' regular rate of pay.

2 36. PLAINTIFF and CLASS MEMBERS received other forms of
3 remuneration including, but not limited to shift differential payments, "meal ticket"
4 payments, and "safety meeting" payments which DEFENDANTS failed to
5 incorporate in calculating PLAINTIFF and CLASS MEMBERS' regular rate of pay
6 for overtime and double time compensation.

7 37. DEFENDANTS were required to pay PLAINTIFF and CLASS
8 MEMBERS overtime pay for all hours worked in excess of eight hours per day
9 and/or 40 hours per week but failed to pay PLAINTIFF and CLASS MEMBERS
10 overtime wages for all those hours.

11 38. DEFENDANTS knew or should have known that PLAINTIFF and
12 CLASS MEMBERS worked overtime for hours which they were not compensated.

13 39. In violation of California law, DEFENDANTS have knowingly and
14 willfully refused to perform their obligations to compensate PLAINTIFF and
15 CLASS MEMBERS for all wages earned and all hours worked. As a proximate
16 result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer,
17 substantial losses related to the use and enjoyment of such wages, lost interest on
18 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS
19 to fully perform their obligations under state law, all to their respective damages in
20 amounts according to proof at time of trial, and within the jurisdiction of this Court.

21 40. DEFENDANTS' conduct described herein violates California Labor
22 Code §§ 510, 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore,
23 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other
24 applicable provisions under the California Labor Code and IWC Wage Orders,
25 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of
26 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
27 expenses, and costs of suit.

28 **FOURTH CAUSE OF ACTION**

Failure to Pay Minimum Wages

[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 1-2001, § 4]

(Against all DEFENDANTS)

41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

42. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

43. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to pay for walking to meal breaks; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other methods to be discovered.

44. DEFENDANTS required PLAINTIFF and CLASS MEMBERS to finish work in progress while clocked-out for their meal breaks. More so, PLAINTIFF and CLASS MEMBERS would clock in and out for meal breaks prior to the fifth hour without actually taking the break until after the fifth hour, because DEFENDANTS did not want to pay meal break premiums. PLAINTIFF and CLASS MEMBERS were not compensated for this time.

45. DEFENDANTS knew or should have known that PLAINTIFF and CLASS MEMBERS worked hours for which they were not compensated.

46. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 1-2001, § 4. As a proximate result

of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against all DEFENDANTS)

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

48. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged and quitting employees.

49. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

50. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

51. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

52. During the CLASS PERIOD, DEFENDANTS have failed to pay accrued wages and other compensation due immediately to CLASS MEMBERS who were discharged. Additionally, during the CLASS PERIOD, on information and belief, DEFENDANTS have failed to pay accrued wages and other compensation due within 72 hours to all CLASS MEMBERS who ended their employment with DEFENDANTS.

53. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

54. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

55. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7]

(Against all DEFENDANTS)

56. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

57. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to

1 maintain records as required under California Labor Code §§ 226, 1174, and IWC
 2 Wage Order No. 1-2001, § 7, including but not limited to the following records:
 3 total daily hours worked by each employee; applicable rates of pay; all deductions;
 4 meal periods; time records showing when each employee begins and ends each
 5 work period; and accurate itemized statements.

6 58. During the CLASS PERIOD, DEFENDANTS knowingly and
 7 intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely,
 8 accurate, and itemized wage statements in accordance with California Labor Code §
 9 226(a).

10 59. As a proximate result of DEFENDANTS' unlawful actions and
 11 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount
 12 according to proof at trial, and are entitled to all wages earned and due, plus interest
 13 thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
 14 available statutory penalties, including but not limited to civil penalties pursuant to
 15 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
 16 expenses, and reasonable attorneys' fees, including but not limited to those
 17 provided in California Labor Code § 226(e), as well as other available remedies.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Furnish Accurate Itemized Wage Statements**

20 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7]**

21 **(Against all DEFENDANTS)**

22 60. PLAINTIFF incorporates herein by specific reference, as though fully
 23 set forth, the allegations in the foregoing paragraphs.

24 61. During the CLASS PERIOD, DEFENDANTS routinely failed to
 25 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized
 26 wage statements in writing showing each employee's gross wages earned, total
 27 hours worked, all deductions made, net wages earned, the name and address of the
 28 legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all

1 applicable hourly rates in effect during each pay period and the corresponding
 2 number of hours worked at each hourly rate, in violation of California Labor Code
 3 § 226 and IWC Wage Order No. 1-2001, § 7.

4 62. PLAINTIFF and CLASS MEMBERS wage statements do not
 5 accurately reflect the total hours worked or rates in effect. Specifically, the total
 6 hours worked for some pay periods does not accurately coincide with the hours on
 7 the time records.

8 63. During the CLASS PERIOD, DEFENDANTS knowingly and
 9 intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely,
 10 accurate, and itemized wage statements in accordance with California Labor Code §
 11 226(a).

12 64. As a proximate result of DEFENDANTS' unlawful actions and
 13 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount
 14 according to proof at trial, and seek all wages earned and due, plus interest thereon.
 15 Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available
 16 statutory penalties, including but not limited to civil penalties pursuant to California
 17 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
 18 reasonable attorneys' fees, including but not limited to those provided in California
 19 Labor Code § 226(e), as well as other available remedies.

20 **EIGHTH CAUSE OF ACTION**

21 **Failure to Indemnify Employees for Necessary Expenditures Incurred in** 22 **Discharge of Duties**

23 **[Cal. Labor Code § 2802]**

24 **(Against all DEFENDANTS)**

25 65. PLAINTIFF incorporates herein by specific reference, as though fully
 26 set forth, the allegations in the foregoing paragraphs.

27 66. California Labor Code § 2802(a) requires an employer to indemnify an
 28 employee for all necessary expenditures or losses incurred by the employee in

1 direct consequence of the discharge of his or her duties, or of his or her obedience
2 to the directions of the employer.

3 67. During the CLASS PERIOD, DEFENDANTS knowingly and willfully
4 failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses
5 and/or losses incurred in direct consequence of the discharge of their duties while
6 working under the direction of DEFENDANTS, including but not limited to
7 expenses for tools, steel toed boots, uniform-related expenses, usage of personal
8 cell phones, and other employment-related expenses, in violation of California
9 Labor Code § 2802.

10 68. DEFENDANTS required PLAINTIFF and CLASS MEMBERS to
11 wear gloves, goggles, steel-toe boots, protective head gear, and ear buds.
12 DEFENDANTS did not provide PLAINTIFF and CLASS MEMBERS required
13 steel-toe work boots. As a result, PLAINTIFF and CLASS MEMBERS were
14 required to purchase steel-toe work boots to work. DEFENDANTS did not
15 reimburse PLAINTIFF and CLASS MEMBERS for the cost of these business-
16 related expenses.

17 69. PLAINTIFF is informed and believes, and thereon alleges, that during
18 the CLASS PERIOD, other CLASS MEMBERS were required to buy tools to
19 perform their job duties and were not reimbursed for these costs.

20 70. As a proximate result of DEFENDANTS' unlawful actions and
21 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount
22 according to proof at trial, and seek reimbursement of all necessary expenditures,
23 plus interest thereon pursuant to California Labor Code § 2802(b). Additionally,
24 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties
25 and an award of costs, expenses, and reasonable attorneys' fees, including those
26 provided in California Labor Code § 2802(c), as well as other available remedies.

27 **NINTH CAUSE OF ACTION**

28 **Unfair and Unlawful Business Practices**

[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against all DEFENDANTS)

71. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

72. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

73. DEFENDANTS' violations of California wage and hour laws constitute a business practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

74. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest periods, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

75. As a result of DEFENDANTS' unfair and unlawful business practices,

1 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD
 2 at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public.
 3 DEFENDANTS should be made to disgorge their ill-gotten gains and to restore
 4 them to PLAINTIFF and CLASS MEMBERS.

5 76. DEFENDANTS' unfair and unlawful business practices entitle
 6 PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive
 7 relief, including but not limited to orders that DEFENDANTS account for,
 8 disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other
 9 compensation unlawfully withheld from them. PLAINTIFF and CLASS
 10 MEMBERS are entitled to restitution of all monies to be disgorged from
 11 DEFENDANTS in an amount according to proof at the time of trial, but in excess
 12 of the jurisdiction of this Court.

13 **TENTH CAUSE OF ACTION**

14 **Representative Action for Civil Penalties**

15 **[Cal. Labor Code §§ 2698–2699.5]**

16 **(Against All DEFENDANTS)**

17 77. PLAINTIFF incorporates herein by specific reference as though fully
 18 set forth the allegations in all preceding paragraphs, with exception of the
 19 allegations in paragraph 25 and the subparagraphs thereto.

20 78. PLAINTIFF is an “aggrieved employee” within the meaning of
 21 California Labor Code § 2699(c), and a proper representative to bring a civil action
 22 on behalf of herself and other current and former employees of DEFENDANTS
 23 pursuant to the procedures specified in California Labor Code § 2699.3, because
 24 PLAINTIFF and other aggrieved employees were employed by DEFENDANTS
 25 and the alleged violations of the California Labor Code were committed against
 26 PLAINTIFF and other aggrieved employees.

27 79. Pursuant to the California Private Attorneys General Act of 2004
 28 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS

1 seeks to recover civil penalties, including but not limited to penalties under
 2 California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
 3 Order No. 1-2001, § 20, from DEFENDANTS in a representative action for the
 4 violations set forth above, including but not limited to violations of California
 5 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198,
 6 and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of
 7 reasonable attorneys' fees and costs pursuant to California Labor Code
 8 § 2699(g)(1).

9 80. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave
 10 written notice on August 29, 2019 by online filing to the California Labor and
 11 Workforce Development Agency ("LWDA") and by certified mail to
 12 DEFENDANTS of the specific provisions of the California Labor Code and IWC
 13 Wage Orders alleged to have been violated, including the facts and theories to
 14 support the alleged violations. More than sixty-five (65) days have passed and the
 15 LWDA has not provided notice to PLAINTIFF that it intends to investigate the
 16 alleged violations.

17 81. Therefore, PLAINTIFF has complied with all of the requirements set
 18 forth in California Labor Code § 2699.3 to commence a representative action under
 19 PAGA.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
 22 similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1
 23 through 50, inclusive, and each of them, as follows:

- 24 1. For compensatory damages in an amount to be ascertained at trial;
- 25 2. For restitution of all monies due to PLAINTIFF and CLASS
- 26 MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and
- 27 unlawful business practices;
- 28 3. For meal and rest period compensation pursuant to California Labor

1 Code § 226.7 and IWC Wage Order No. 1-2001;

2 4. For liquidated damages pursuant to California Labor Code §§ 1194.2
3 and 1197.1;

4 5. For preliminary and permanent injunctive relief enjoining
5 DEFENDANTS from violating the relevant provisions of the California Labor
6 Code and the IWC Wage Orders, and from engaging in the unlawful business
7 practices complained of herein;

8 6. For waiting time penalties pursuant to California Labor Code § 203;

9 7. For statutory and civil penalties according to proof, including but not
10 limited to all penalties authorized by the California Labor Code §§ 226(e) and
11 §§ 2698–2699.5;

12 8. For interest on the unpaid wages at 10% per annum pursuant to
13 California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288,
14 and/or any other applicable provision providing for pre-judgment interest;

15 9. For reasonable attorneys’ fees and costs pursuant to California Labor
16 Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other
17 applicable provisions providing for attorneys’ fees and costs;

18 10. For declaratory relief;

19 11. For an order requiring and certifying the First, Second, Third, Fourth,
20 Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

21 12. For an order appointing PLAINTIFF as class representative, and
22 PLAINTIFF’s counsel as class counsel; and

23 13. For such further relief that the Court may deem just and proper.

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1 DATED: March 28, 2020

Respectfully submitted,

2 **MATERN LAW GROUP, PC**

3
4 By: /s/ Tagore O. Subramaniam

5 Matthew J. Matern
6 Tagore O. Subramaniam
7 Julia Z. Wells
8 Sydney A. Adams
9 Attorneys for Plaintiff
10 ALICIA REYNA, individually, and on
11 behalf of other persons similarly
12 situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: March 28, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:

/s/ Tagore O. Subramaniam

Matthew J. Matern

Tagore O. Subramaniam

Julia Z. Wells

Sydney A. Adams

Attorneys for Plaintiff

ALICIA REYNA, individually, and on behalf of other persons similarly situated